



# **Memorandum of Understanding**

## **CCTV Project - Nowra CBD**

**The Council of the City of Shoalhaven**

**and**

**NSW Police (Shoalhaven Local Area Command)**

# Memorandum of Understanding

## Parties

- (1) **THE COUNCIL OF THE CITY OF SHOALHAVEN** of Bridge Road, Nowra, NSW 2541 (**"the Council"**), and
- (2) **NSW POLICE FORCE (SHOALHAVEN LOCAL AREA COMMAND)** of Plunkett Street, Nowra, NSW 2541 (**"the Police"**).

## Background

- A. It is recognised that the threat of crimes against the person and other serious criminal offences such as stealing, break and enter and other anti-social behaviour are important factors in any public perception about the safety of the Nowra CBD.
- B. In an effort to address these issues, Council has applied for and received funding from the Federal Government to implement a CCTV system in the Nowra CBD.
- C. The development of this CCTV Project has been conducted with the full support and encouragement of the Police.
- D. CCTV is an initiative that forms part of Council's Crime Prevention Plan. Both the Police and Council recognise that CCTV is only one of several initiatives designed to assist in the prevention of crime in the Nowra CBD.
- E. The respective responsibilities of the Police and Council are established in the Code.
- F. The Police agree to work with Council in the implementation and ongoing work of the CCTV Project.
- G. The Council has a responsibility for the wellbeing of the Shoalhaven Local Government Area.
- H. The Police have a long reputation of combating crime in the Shoalhaven community.
- I. This MOU is intended to demonstrate a mutual understanding of the management and implementation of the CCTV Project.
- J. The parties acknowledge their respective obligations under the *Privacy & Personal Information Protection Act 1998* (NSW) in entering into this MOU.
- K. For ease of reference, a glossary of terms used in the MOU is provided below:

Term	Definition
Authorised Person	A police officer authorised by the Police to access the Monitoring Equipment and approve an application to Council for a copy of Recorded Material.
CCTV	Closed Circuit Television

CCTV Project	Council's CCTV system to be implemented in the Nowra CBD
Code	The Code of Practice developed by Council and attached to the MOU as <b>Attachment A</b> .
Image Recording Equipment	The PC that records and stores all footage recorded by the CCTV cameras
Monitoring Equipment	The monitor and PC from which live footage and Recorded Material can be viewed
MOU	The Memorandum of Understanding between Council and the Police
Recorded Material	The footage recorded by the CCTV cameras.
Register of Authorised Persons	The register maintained by the Police in accordance with the SOPs.
SOPs	The Standard Operating Procedures attached to the Code

## Terms

### 1. Role of Parties

1.1 Both Parties agree to abide by the Code and SOPs.

1.2 The Parties acknowledge that Council:

- (a) is the owner of the CCTV Project;
- (b) retains ownership of and has copyright in all equipment, Recorded Material, photographs and documentation pertaining to the CCTV Project;
- (c) will have in place current public liability insurance policies in the amount of ten million dollars (\$10,000,000.00) in relation to all equipment associated with the CCTV Project;
- (d) will install, maintain and replace (when required) the Monitoring Equipment and Image Recording Equipment at the Nowra Police Station;
- (e) will be responsible for access to and use of copies of Recorded Material generated from the Image Recording Equipment;
- (f) will meet the costs of processing requests for access to copies of Recorded Material stored on the Image Recording Equipment by the Police;
- (g) will have a technician available to access the Image Recording Equipment after hours in times of an emergency;
- (h) will endeavour to process requests for access to copies of Recorded Material stored on the Image Recording Equipment for the Police within 48 hours of receiving the request;

- (i) will ensure its staff and contractors agree to undergo a local criminal check before accessing the Image Recording Equipment;
- (j) will provide training to the Police in the operation of the Monitoring Equipment.

1.3 The Parties acknowledge that the Police will:

- (a) monitor the CCTV live footage and Recorded Material shown on the Monitoring Equipment as required in accordance with the Code and SOP;
- (b) not have access to the Image Recording Equipment;
- (c) If access to a copy of the Recorded Material is required, make a request to Council as detailed in the Code and SOPs;
- (d) take all necessary care in using the Monitoring Equipment, and will only be responsible for repairing damage caused by the negligent use of that equipment;
- (e) respond to incidents identified on the Monitoring Equipment to the extent that its resources and priorities allow;
- (f) keep and maintain a Register of Authorised Persons and provide a copy to Council upon request;
- (g) ensure that every Authorised Person listed in the Register of Authorised Persons is aware of and agrees to abide by the Code, MOU and SOPs;
- (h) not authorise or allow any of its officers to remove any data or photograph, operate any Monitoring Equipment or have contact with any data or photograph at any time unless in accordance with the Code;
- (i) advise Council of any change in existing arrangements for Police contact with and use of the CCTV Project. Any such changes will amount to a major change to the Code and must be agreed in accordance with the Code before being implemented;
- (j) work with Council in the implementation and ongoing work of the CCTV Project;
- (k) provide Council, upon request, with crime statistics for the Shoalhaven Local Government Area in order for CCTV to be monitored, evaluated and audited;
- (l) abide by the NSW Police Force Code of Conduct and Ethics in relation to their involvement with the CCTV Project.

## **2. Review**

- 2.1 The terms of the MOU will be reviewed annually by each party.
- 2.2 This MOU will only be varied by written agreement between Council and the Police.

## **3. Complaints**

- 3.1 The Police will direct all of its complaints about the CCTV Project to the General Manager of Council.
- 3.2 Council will direct all of its complaints (non-public) about the CCTV Project that relate to the Police to the Local Area Commander.



#### 4. General

- 4.1 The MOU is not to be construed as creating any legally enforceable contractual obligations nor any relationship or partnership as defined in the *Partnership Act 1892* (NSW).
- 4.2 The parties expressly acknowledge that this MOU:
- (a) is not a substitute for any legislation;
  - (b) does not derogate or otherwise affect the parties obligations under the *Privacy & Personal Information Protection Act 1998* (NSW); and
  - (c) cannot override any provision in legislation that is inconsistent with this MOU or any attachment thereto.



Signed by Shoalhaven City Council

  
8.5.14  
General Manager – Russ Pigg



Signed by NSW Police – Nowra Local Area Command

  
5/5/14  
Superintendent – Joe Cassar

**Attachment A**

**Code of Practice**

**CCTV – Nowra CBD**